

AGREEMENT

THIS SETTLEMENT AGREEMENT by and between **PETER AND DORENE KASICH** and **KATIE KASICH**, a student in the Steel Valley School District (hereinafter referred to as the "Kasichs"),

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THE STEEL VALLEY SCHOOL DISTRICT (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, Katie Kasich is a resident and student of the Steel Valley School District; and

WHEREAS, a special education due process was held regarding the appropriateness of Katie's special education program during the 1997-1998 and 1998-1999 school years; and

WHEREAS, the decision of the hearing officer was appealed to the Pennsylvania Department of Education Special Education Appeals Panel, wherein the Panel found that the District's program was inappropriate and awarded compensatory education; and

WHEREAS, the District appealed the Appeals Panel decision to the United States District Court for the Western District of Pennsylvania and the Kasichs filed a counterclaim; and

WHEREAS, the parties are desirous of settling this issue amicably.

NOW THEREFORE, in consideration of the above premises and intending to be legally bound hereby, the parties agree as follows:

1. Both parties agree that all federal court claims will be dismissed with prejudice.

2. The District agrees to provide a Court structured fund in the amount of \$50,000 to be used for legitimate services for Katie as determined by the Judge responsible for this case. The parties agree that providing the \$50,000 fund satisfies the award for compensatory education and any damages that have resulted from Katie's educational services and completes the District's obligation to provide compensatory education for Katie.

3. The Kasichs agree to open the structured account for Katie. The account will be set up to require Court approval prior to the withdrawal of any funds. Once the account is open, the Kasichs will provide the District with instructions for depositing the \$50,000. The District will issue the check within ten (10) days of receipt of said instructions.

4. The District agrees to reimburse the Kasichs up to Thirty-three Thousand Dollars (\$33,000.00) as full and final payment for attorneys' fees upon submission of an invoice for services.

5. The District will forward said check directly to Pamela Berger, Esquire, 312 Boulevard of the Allies, Suite 600 Pittsburgh, PA 15222 and will make said check payable to Pamela Berger.

6. The parties hereby agree, jointly and severally, that they will not discuss the terms and conditions of the Settlement Agreement and Release with any other entity, except as may be required by law.

7. In consideration of the Agreement set forth herein, the Kasichs do hereby remise, release, and forever discharge and by these presents do for themselves, their heirs, executors, administrators, successors and assigns, release and forever discharge the Steel Valley School District, its Board members, its officers, agents, servants, employees, insurers, attorneys and representatives, past and present, from all rights, claims, debts, demands, injuries, causes of action, suits, agreements, promises, damages and/or consequences thereto, costs, expenses, attorney's fees, or demands of any kind whatsoever including but not limited to, claims under Section 1983 of the Civil Rights Act, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, Title IX of the Education Amendments any federal, state or local statutory or common law arbitration or otherwise, arising or which may arise from the issues raised in the complaint filed in the United States District Court for the Western District of Pennsylvania at CA 00-167.

8. The Kasichs hereby certify that their execution of the Settlement Agreement and Release is certification that they have read the terms of said Settlement Agreement and Release and that they have had an opportunity to discuss it with an attorney, and that they understand its terms and effects; and is further certification that the Kasichs are executing this Settlement Agreement and Release of their own volition with full understanding of its terms and effects. The Kasichs hereby acknowledge that

they are executing this Settlement Agreement and Release with the intention of releasing all claims in exchange for the considerations described in this Settlement Agreement and Release, which they acknowledge, is adequate and satisfactory to them. Neither the District nor its respective agents, representatives or attorneys have made any representations to Kasichs concerning the terms or effects of this Settlement Agreement and Release other than those contained herein.

9. The parties hereby agree and acknowledge that the execution of this Agreement shall not be construed to be an admission, by either party of any violation of federal, state, or local statutes, regulations, law or constitution, or any duty owed to either party.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 11th day of November, 2002.

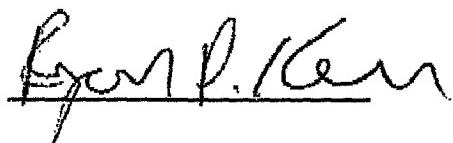
ATTEST:

STEEL VALLEY SCHOOL DISTRICT

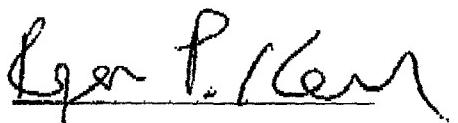

Secretary

By: Janice L. Glunk
Janice Glunk, Superintendent

WITNESS:


Peter Kasich

WITNESS:


Dorene Kasich

WITNESS:

Katherine Kasich

Katherine Kasich